

Invitation to Bid

FENCE AT MUSEUM FOR MARLBORO COUNTY

Sealed Bids for Construction of fence & related appurtenances will be received by Marlboro County at Marlboro County Administration Building, 205 E. Market Street, Bennettsville, SC 29512 until 12:00 NOON, May 10, 2010. At that time & place, bids will be opened & read aloud in public.

The Project includes approximately 230 square feet of 4 foot vinyl picket fence.

Marlboro County Reserves the Right to judgmentally select or reject any or all bids, to reduce quantities, to waive informalities & technicalities & to award any bids considered to be in the best interest of the County. For more information contact County Administrator Cecil Kimrey at (843) 479-5600 ext 12.

CONSTRUCTION CONTRACT

STATE OF SOUTH CAROLINA

COUNTY OF MARLBORO

THIS CONTRACT made and entered into on the ____ day of _____, 20____, by and between _____, Party of the First Part, and MARLBORO COUNTY, party of the Second Part:

WITNESSETH:

That the Party of the First Part, for the consideration hereinafter fully set out, hereby agrees with the party of the Second Part as follows:

That the Party of the First Part shall at his own cost and expense furnish all materials and all equipment, and perform all the work necessary for the CONSTRUCTION OF FENCE AT THE MARLBORO COUNTY MUSEUM, BENNETTSVILLE, SOUTH CAROLINA according to the requirements of the Drawings, dated _____, the Specifications, and other documents, which are made a part hereof as is fully contained herein, to the full satisfaction of the Engineer and the Party of the Second Part.

That the Party of the First Part shall commence the work to be performed under this contract at a date provided for in the Bid, and shall fully complete all work hereunder within 90 consecutive calendar days from said date. The Party of the First Part further agrees to pay as liquidated damages the sum of \$5.00 for each consecutive calendar day thereafter as provided in the General Specifications General Conditions, Part I and Special Conditions.

The Party of the Second Part hereby agrees to make payment to the Party of the First Part for work faithfully performed under this Contract at the prices quoted in the BID amounting to the estimated sum of \$_____ the said amount being subject to subtractions and/or additions as provided for in the Bid and Specifications.

The Party of the First Part shall submit pay requests to the Engineer no more than once per month. The Party of the Second Part shall make partial payment within sixty (60) days of receipt to the Party of the First Part on the basis of the pay request and the Engineer's duly approved estimate of work performed, less ten percent (10%) of such estimate, which will be retained until completion of the work and an acceptable stand of grass is established.

Within sixty (60) days after completion by the Party of the First Part of all work and delivery of all equipment covered by this Contract, and the acceptance of such work and equipment by the Party of the Second Part and the Engineer, and upon submission by the Party of the First Part of evidence satisfactory to the Party of the Second Part that all payrolls, material bills and other liabilities incurred by the Party of the First Part in connections with the construction of the work have been paid in full, the balance due on this Contract will be paid the Party of the First Part.

Construction Contract (continued)

The Party of the First Part hereby guarantees the work done and equipment furnished hereunder to be free from defects, for a period of one year from the date of acceptance thereof.

During the year of guarantee, the Party of the First Part shall correct any defects that may develop in work done or material and equipment furnished under this Contract, but he will not be responsible for injury thereto due to improper handling or maintenance should the Party of the First Part fail to correct defects in the work or equipment within a reasonable time after being notified of them the Party of the Second Part may proceed to correct them and charge the cost against the Party of the First Part who shall be liable therefore together with his bonding company.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract on the day and date first above written, in two (2) counterparts, each of which shall, without proof of accounting for the other counterparts, be deemed an original Contract.

Signed and sealed in
the Presence of

Party of the First Part

By: _____

Title: _____

(Clerk)

(Seal)

MARLBORO COUNTY
Party of the Second Part

By: _____

Title: _____

(Clerk)

(Seal)

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received and opened as specified in the Invitation to Bid.

(a) The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.

(b) Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** All Bids shall be on copies of the printed forms herein, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the Plans and Specifications.

(a) Bid forms shall not be torn or removed from the Bound Volume. Bids shall be submitted on a copy of the Bid form.

(b) Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the Bid form. In addition, any other information requested in the Bid form must be completed. If requested in the Bid, each bidder shall show the make of materials and equipment used in his quotation. No change in equipment or materials will be allowed after bids are received without the written approval of the Engineer.

(c) Failure to name the maker of equipment and materials, if requested, shall give the Owner the right to select equipment and materials of his choice at the prices listed in the Bid.

(d) Each bidder shall show, in the spaces provided at the end of the Bid, the names of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications.

(e) Each bidder shall acknowledge receipt of all addenda in the spaces provided in the Bid form. It shall be each Bidder's responsibility to assure himself that all addenda have been received. No claim for failure to receive addenda will be considered.

(f) If called for in the Bid, each bidder shall submit a price for all alternates listed therein. Failure to do so will result in the Bid being considered incomplete and may result in rejection of the Bid.

(g) On the first sheet of the Bid form, the bidder shall write his name and address, and Contractor's License Number. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the subcontractor shall also be shown.

(h) Each Bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and license number and subcontractor's name and mechanical license number, if required, on the outside of the envelope. Failure to show the required license numbers may result in rejection of bid, unopened. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope.

(i) No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (SC Code of Laws as amended in 1976, Chapter 11, Sections 40-11-10 through 40-11-428). Contractors shall have a classification of Asphalt Paving (AP) and Grading (GD).

3. TELEGRAPHIC MODIFICATION: Any bidder may modify his bid by telegraphic communication, at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time; and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. BIDDERS QUALIFICATIONS: To be acceptable to the Owner, bidders must be skilled in the class of work on which they bid, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

(a) The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

(b) The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. BID GUARANTY: The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S.

Government Bonds (at par value), or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Owner. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the Contract Documents.

(a) Revised Bids submitted before the opening of Bids whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

(b) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders will be returned as soon as practical after the opening of the Bids.

6. **EXECUTION OF CONTRACT:** The bidder to whom an award is made shall execute and deliver to the Owner a written contract on the form attached hereto within seven (7) days after notice of award has been received. The successful bidder will also be required to provide a Performance Bond and SCDHEC Co-Permittee Agreement before proceeding with the work.

7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his failure or refusal to execute and deliver the contract required within seven (7) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. **LICENSES AND PERMITS:** In addition to the licenses required by the advertisement and specifications, the following is required:

(a) South Carolina law provides that a building permit shall be secured by the successful bidder for each particular contract, if applicable.

9. **TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The bidder must agree to commence work within the time stipulated in the Bid Form and to fully complete the project within the time stipulated in the Contract. Bidders must also agree to pay as liquidated damages the amount set forth in the Contract for each consecutive calendar day that the work is incomplete after the date of completion, plus the cost of those agents representing the Owner who are engaged in the project after the scheduled completion date.

10. **EXAMINATION OF PROJECT:** Each of the bidders shall fully familiarize himself with the Plans, Specifications, soil properties and other conditions

relating to the project to insure complete understanding of all the details involved. He shall satisfy himself as to the actual conditions and requirements of the work by personal examination of its location or other means, so as to enable him to make up his bid intelligently and to advantage. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to complete the provision of his contract. No allowance will be made for any claims that a bid was based on incomplete information as to the nature and character of the sites and of the work involved.

11. **INTERPRETATIONS OF PLANS AND SPECIFICATIONS:** No interpretation of the meaning of the Plans, Specifications, or other documents will be made to any bidder orally prior to the receipt of bids.

(a) Any request for such interruption shall be in writing addressed to the Owner. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be faxed or mailed to all persons receiving a set of documents, not later than five days prior to the date for opening of bids.

(b) Failure of any bidder to receive such addenda shall not relieve him of any obligation under his Contract Documents.

12. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:** The work comprises approximately the quantities shown in the Bid Form which will be used as a basis for comparison of bids and not for final estimate.

(a) The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

(b) The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 30% of the work contemplated, at the unit prices quoted in the Bid.

13. **POWER OF ATTORNEY:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

14. **LAW AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable State laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. **STATE SET-ASIDE LAW FOR DBE/WBE:** In accordance with the State Set-Aside Law (South Carolina Code Section 12-28-2930); a minimum of ten (10%)

percent of this contract is set-aside for qualified and certified Disadvantaged Business Enterprises (DBE's) or Woman Business Enterprises (WBE's).

(a) Listings of certified DBE/WBE firms can be found on the SCDOT website at Doing Business with the SCDOT > Contractor-Consultant / Prequalified Contractors (<http://www.scdot.org/doing/prequalified.shtml>) or Doing Business with the SCDOT > Office of Business Development and Special Programs / DBE Directory (http://www.scdot.org/doing/dbe_listing.shtml). Firms with DBE or WBE shown adjacent to the company name are prequalified by SCDOT.

(b) The prime contractor shall provide documentation and certification of DBE and WBE contract amounts including proof of final payment. DBE's and WBE's shall be indicated on the Bid form under the "Proposed Sub-Contractors."

(c) If no certified DBE or WBE firms are available, the contractor shall verify and document this fact. Documentation shall include, but is not limited to; written records of efforts made to contact and/or negotiate prices with available DBE's or WBE's.

16. **METHOD OF AWARD:** Contracts will be awarded to the low bidder whose bid, in conjunction with any combination of alternates, appears to serve the best interest of the Owner; provided that such low bidder is considered by the Owner to be responsible and capable of performing the work. Quality and performance of equipment and materials will be evaluated, in conjunction with price, as important considerations in determination of award to the low bidder. The Owner reserves the right to accept or reject, in whole or in part, such bids as appears in its judgment to be in their best interests, or to waive any informalities in the bidding.

17. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this bid. No bids may be withdrawn for a period of sixty (60) days after actual date of the opening of bids.

18. **NOTICE OF SPECIAL CONDITIONS:** Attention is called to those parts of the Contract Documents and Specifications which deal with the items below, if they are included in the following specifications:

- (a) Insurance requirements
- (b) Protection of property

Bid (continued)

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment within ten (10) days after being notified by the Owner to proceed, and to complete the work with the specified time.

Respectfully submitted,

Contractor: _____

By: _____

Title: _____

Address: _____

Zip Code: _____

Seal - (If Bid is by a Corporation)

Telephone No.: _____

FAX No.: _____

Date: _____

License Number: _____

Proposed Sub-Contractors:

<u>Name</u>	<u>Address</u>	<u>Type and Extent of Work</u>	<u>DBE/WBE*</u>
_____	_____	_____	Yes/No
_____	_____	_____	Yes/No
_____	_____	_____	Yes/No

* If DBE/WBE's are NOT used, provide documentation as prescribed in #15 of the INSTRUCTIONS TO BIDDERS.

Bidder acknowledges receipt of the following agenda:

No. _____

Date: _____

Bid (continued)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good, and may not be withdrawn, for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within seven (7) days. The bid security attached in the sum of (5% of Bid An _____ (\$ _____) is to become the property of the Owner in the event the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be in violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "*segregated facilities*" means any waiting rooms, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 II, S.C. 1001.

BY: _____

TITLE: _____

DATE: _____, 20 _____

Official Address (including Zip Code)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Attached hereto is an affidavit in proof that the undersigned had not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ COUNTY OF _____ or any person interested in the proposed Contract: and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me
this _____ day of _____, 20 _____

(signed) _____

(Title)

(Title)

My commission expires _____

(Seal)

MARLBORO MUSEUM

Bennettsville, SC

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	4 Ft vinyl picket fence	230	FT	\$ _____	\$ _____

The price above includes all costs to provide all labor, materials, ect. to install fence at above location.

_____	_____
Company	Total Contract Price with revisions
_____	_____
Authorized Signature	Date
_____	_____
	Marlboro County